

Frequently Asked Questions about the Servicemembers Civil Relief Act (SCRA)

Here are frequently asked questions and answers on some rights and benefits available under the SCRA. This information is for personnel in the Reserve Components who are activated to serve on active duty. Other rights and benefits are included in the Act for full-time personnel.

When does the SCRA protect me?

Most SCRA protection begins the day you receive your orders to active duty. As a practical matter, you should be ready, and expect to present a copy of those orders to whomever you ask for some right or benefit under the Act.

I have heard about 6% loans. How do I get them?

You may be entitled to have the interest rate on some of your loans reduced to 6% for the time you are on active duty. There are a number of special requirements. You need to talk to a Legal Assistance Attorney to ensure you are eligible.

You may be eligible if you and your loan meet the following conditions:

- You took out the loan during a time when you were not on any form of **active duty** in any branch of the military.
- The interest rate is currently above 6% per year.
- Your military service affects your ability to pay the loan at the regular (pre-service) interest rate. Generally this requirement means that you make less money in the military than you made as a civilian. There are some special legal issues here - you should be ready to talk to your Legal Assistance Attorney about your entire financial situation.
- You notified the lender in writing with a copy of your orders.

What about the lease on my apartment?

I live alone and I will not be there. I want to let my apartment go and put my furniture in storage.

Can I get out of my lease?

Generally - yes. If you have a lease for a house, apartment, or even a business location, you may be able to get out of the lease when you come on active duty. Here are the requirements:

- You originally signed your lease when you were not on any form of active duty.
- You have received your orders to active duty.
- You gave written notice to your landlord that you want to terminate your lease and a copy of your orders. You will still have to pay rent for a short while. Your landlord can charge you rent for 30 days after the date your next rent is due, after the date you give your written notice. Example: You give notice on 15 December. Your next rent is normally due 1 January. The landlord can make you pay rent until 31 January. The key is to get the written notice in the landlord's hands just as soon as possible.

I have to go to court on a lawsuit that came up over an auto accident last year. Can I get the lawsuit delayed?

If you are a party (one of the people suing or being sued) in a civil case (not a criminal case), the court must grant you an initial delay of 90 days upon your request explaining how your military duties materially effect your ability to appear, your date of availability, and a letter from your commander. Generally, your commander will have to show that military duty is keeping you from going to court. This is a tricky legal area - it is advisable to have your civilian lawyer contact a Military Legal Assistance Attorney to discuss the best way to proceed in your case.